

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
EVANSVILLE DIVISION

DAVID RICE and SUE RICE,)	
Plaintiffs,)	
)	
v.)	CASE NO. 3:22-cv-90
)	
WIDEOPENWEST FINANCE ILLINOIS,)	
LLC d/b/a WOW! INTERNET,)	
CABLE and PHONE)	
Defendant.)	

PLAINTIFFS' COMPLAINT FOR DAMAGES

Plaintiffs, David Rice and Sue Rice, by counsel, for their Complaint against Defendant, Wideopenwest Finance Illinois, LLC d/b/a WOW! Internet, Cable and Phone, allege and state as follows:

JURISDICTION AND VENUE

1. Federal diversity jurisdiction exists under 28 U.S.C. §1332(a) because of diversity of citizenship between Plaintiffs and Defendant, and because the amount in controversy exceeds \$75,000, exclusive of interest and costs.

2. Venue is proper pursuant to 28 U.S.C. §1391 in the Southern District of Indiana, as the events set out below occurred in Warrick County, Indiana, which is also the location of the Plaintiffs' residence.

THE PARTIES

3. Plaintiffs, David Rice and Sue Rice ("Mr. and Mrs. Rice"), were at all times material to this proceeding, residents of Newburgh, Warrick County, Indiana.

4. Defendant, Wideopenwest Finance Illinois, LLC d/b/a WOW! Internet, Cable and Phone (“WOW!”), is a Delaware corporation with its principal offices located in Englewood, Colorado.

COUNT I

5. In mid-August 2020, WOW! installed and laid a WOW! cable at the residence of Mr. and Mrs. Rice. Over a two-week period WOW! technicians failed to properly bury the cable and WOW! left the cable laid on top of and across Mr. and Mrs. Rice’s side yard walk instead of burying the cable under the walk as promised and required for safety purposes.

6. On August 24, 2020, Mr. Rice was seriously injured when he exited his home and tripped over the WOW! cable that had not been buried as WOW! had promised, causing Mr. Rice to fall to the concrete and causing immediate and severe pain and injuries.

7. Several days after his fall, and in response to the Plaintiffs’ repeated emails and calls, WOW! buried the cable.

8. WOW! failed to exercise due care, was negligent in maintaining its equipment and cable on and about Mr. and Mrs. Rice’s property in a safe manner, and WOW! committed negligent acts including, but not limited to, failing to bury the cable in a timely manner, failing to clear the cable from the walkway in a timely manner as promised, stretching a cable across the walkway which created a hazardous condition at Mr. and Mrs. Rice’s residence, failing to keep a clear pathway where WOW! customers are expected to enter and exit their home, and failing to take reasonable precautions to protect Mr. Rice as a WOW! customer from injuries resulting from WOW! installation of its cable product. Moreover, WOW! should have anticipated the

harm created, under the conditions then present and the circumstances existing, by leaving the cable unburied, exposed, and across the Rice's walkway.

9. As a direct and proximate result of the negligence of WOW! Mr. Rice has suffered injuries and damages.

WHEREFORE, Plaintiffs, David Rice and Sue Rice, by Count I of this Complaint, seek judgment against the Defendant Wideopenwest Finance Illinois, LLC d/b/a WOW! Internet, Cable and Phone in an amount that will fully and fairly compensate Mr. Rice for the injuries and damages he has sustained and will sustain in the future, for the costs of this action, and for all other just and proper relief appropriate under the circumstances.

COUNT II

10. The Plaintiffs reallege the allegations in rhetorical paragraphs 1 through 9, inclusive, of Count I of this Complaint for Damages, and incorporate them as if set forth fully herein.

11. At all times relevant hereto, Mrs. Rice was married to Mr. Rice.

12. As a direct and proximate result of the negligent acts and omissions of Defendant, WOW! Mrs. Rice has suffered a loss of services and consortium and has suffered damages.

WHEREFORE, Plaintiffs, David Rice and Sue Rice, by counsel, demand judgment against Defendant, Wideopenwest Finance Illinois, LLC d/b/a WOW! Internet, Cable and Phone, for such amounts as are reasonable in the premises.

COUNT III - PUNITIVE DAMAGES

The Plaintiffs reallege the allegations in rhetorical paragraphs 1 through 12, inclusive, of Count II of this Complaint for Damages, and incorporate them as if set forth fully herein.

13. WOW!'s actions were contrary to WOW!'s and the industry's cable installation policies for safe installation of cable products and amounted to willful and wanton misconduct; and/or WOW! has acted either maliciously, fraudulently, oppressively, or with gross negligence, and WOW!'s acts were not the result of a mistake of fact, an honest error of judgment, overzealousness, ordinary negligence, or other human failing.

14. As a result of the conduct of WOW! alleged herein, Plaintiffs are entitled to a sum that will serve to compensate Plaintiffs and to punish WOW! and to prevent and deter WOW! and others similarly situated from engaging in such similar acts and conduct in the future.

15. The imposition of punitive damages against WOW! for its conduct herein would be in the public interest.

WHEREFORE, Plaintiffs respectfully request that the Court enter judgment in their favor and against WOW! for punitive damages, costs, and all other just and proper relief.

DEMAND FOR JURY TRIAL

Plaintiffs respectfully demand trial by jury.

DATED this 29th day of June 2022.

Respectfully submitted,

BARNETT LAW, LLC

/s/ George C. Barnett, Jr.

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NOTICE OF COMPLIANCE WITH FED. RULES OF CIVIL PROC. 5.2(a)

I hereby certify that the foregoing pleading or attached Court record or document complies with the requirements of the Fed. Rules of Civil Proc. 5.2(a).

/s/ George C. Barnett, Jr.

George C. Barnett, Jr.